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June 29, 1995

201-291-1995

Mr. Scott R. London AT&T - Center Manager 908 Marquette Avenue Minneapolis, MN 55402-323

Dear Mr. London:

Please find enclosed an AT&T Network Services Commitment form whereby we at 800 Services. Inc. formally request an EXTENSION OF TERM COMMITMENT on our CSTP II Plan # 003-093.

This request for an Extension of Term Commitment, is submitted as provided for within AT&T filed Tariff No. 2, 2.5.7.

Please note that 800 Services, Inc. is submitting the request within the 10 days required by the tariff since we received the enclosed AT&T notice dated June 24. 1995. This governmental order materially restricts the ability of our company to obtain new 800 numbers, a process critical to our development of new business and thereby meet our commitments.

Thank you for your prompt attention to this request. If you need any additional paperwork to affect this extension, please contact me immediately at 800-872-4030. Thank you for your assistance with this matter.

Sincerely,

800 Services. Inc.

Pololop O Kin

Phillip Okin President

Enclosures

CC: Mr. Michael Chimento

Ms. Anna Nicoletti

Ms. Jackie Takacs

Ms. Kay Jackson

PO:cm

Phone: 800-872-4030

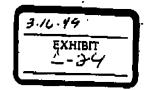
Fax: 800-336-7099

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July 14, 1995

Mr. Philip Okin 800 Services, Inc. 305 Route 17 South Paramus, NJ 07652



Dear Mr. Okin:

I am responding to your June 29, 1995 letter invoking the term extension option of AT&T F.C.C. No.2, Section 2.5.7

800 Services, Inc. alleges that AT&T's recent limitation of new 800 numbers prevents 800 Services, Inc. from satisfying its volume commitment. You have not, however, shown a cause and affect relationship between the governmental order that constrains the supply of 800 numbers and 800 Services, Inc.'s failure to meet its tariff commitments.

You have failed to establish the impact (if any) of the weekly reservation cap on 800 Services, Inc.'s ability to satisfy its tariff commitments. In the past, customers repeatedly reserved larger quantities of 800 numbers than it activated. As you know, numbers that are in "reserved" status are unavailable during the reservation period to other customers. The practice of reserving more numbers than end up activated has contributed to the current constrained supply situation that exists for 800 numbers industry-wide.

Before AT&T could properly consider 800 Services, Inc.'s request to, in effect, deferits commitments under Section 2.5.7, it requires some clear evidence that 800. Services, Inc. is unable to satisfy those commitments because of the limited supply of 800 numbers. We have not yet seen any such proof. For example, as of June 14, 1995 (the date of the FCC's initial 800 number exhaust order), 800 Services, Inc.'s net year-to-date inbound revenue under CSTP II Agreement Number 003093 is \$1,950,533.06. Based on its commitment from September 1994 through August 1995 for \$3,000,000, 800 Services Inc. is significantly behind. This situation occurred before the FCC's constraints on 800 number availability and thus could not have caused it, suggesting that 800 Services Inc. may be over committed on inbound usage.

As to any prospective inability to perform its inbound commitments under CSTP II Agreement Number 003093, 800 Services, Inc. should demonstrate that it: (i) has already activated or has firm end user customer orders to activate all of its currently reserved numbers; and (ii) has firm orders for 800 services from end user customers,



under your CSTP II plan that cannot be ratisfied due to unavailability of new 800 numbers. If you make such a showing, AT&T (under appropriate confidentiality provisions) would then explore with 800 Services Inc. viable alternatives for delivering toll-free calling service to your end users (e.g. shared use of single 800 numbers by multiple users; reuse of existing 800 numbers by existing 800 service customers; and PIN technology) that could mitigate the effect of the limited supply of 800 numbers on 800 Services, Inc.'s duty to perform the terms of its CSTP II.

You should also note that in the event that Section 2.5.7 were to apply, only the portion of tariffed inbound commitments impacted by the governmental action can be deferred for the duration of the event causing the inability to perform. An extension of up to one year may then be granted, but only to the extent necessary to satisfy the applicable inbound tariffed commitments. In no event are the tariffed commitments eliminated or reduced during such an extension period.

I look forward to receiving more information from you regarding the Section 2.5.7 requirements as they relate to 800 Services, Inc. so that AT&T can ascartain whether an extension is warranted for 800 Services Inc.'s inbound tariff commitments.

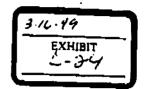
Sincerely

Anna Nicoletti
Account Manager



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Sincerely.

Anna Nicoletti
Account Manager

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ATAT COMMUNICATIONS Adm. Rates and Tatriffs Bridgewater NJ 08807 Issued: October 7, 1993 TIR(FF F.C.) No. 1

Str Revised Page profit

Cancels Ind Revised Page 51:19.

Effective: October 21: 1993

3.3.1.Q.4. Cancellation or Discontinuance of AT&T's 800 Customer Specific Term Plan II-Without Liability - (continued)



- The Customer replaces its existing Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new Customer Specific Term Plan II with a total revenue commitment (annual revenue commitment times the number of years in the term) over the term of the new plan equal to or exceeding the sum of the remaining monthly (sum of the full months exceeding) and/or annual (the annual revenue commitment divided by remaining) and/or annual (the annual revenue commitment of 12 times the number of full months remaining) revenue commitment of the axisting AT&T 800 Service term plan(s) being canceled and the axisting AT&T 800 Service term plan(s) being canceled and replaced with the new Customer Specific Term Plan II. Discontinuance of the former term plan(s) and scart of the new Customer Specific Term Plan II must be done concurrently.
- The Customer replaces its existing AT&T 800 Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new AT&T combined outward calling and inward calling discount plan in a new AT&T term plan (as specified in AT&T calling discount plan in a new AT&T term plan (as specified in AT&T teriff F.C.C. No. 16, Section 10) Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10 or exceeding the sum of the ramaining monthly and/or annual revenue commitments on the existing AT&T 800 Service term plan(s) being commitments on the existing AT&T 800 Service term plan(s) being canceled and replaced with the new AT&T term plan (as specified in AT&T tariff F.C.C. No. 16, Section 10). Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section of the new Discontinuance of the former term plan(s) and initiation of the new term plan must be done concurrently.
  - The Customer subscribes to an AT&T Contract Tariff. The Contract Tariff must have a total 800 service revenue commitment exceeding the sum of the remaining annual revenue commitment for the CSTP II(s) sum of the remaining annual revenue commitment for the Cost which the Customer is terminating. Discontinuance of the former which the Customer is terminating. Discontinuance of the former term plan(s) and subscription to the new Contract Tariff must be done concurrently.

06/23/2017 FRI 13:19 FAX

ATAT COMMUNICATIONS Adm. Rates and Tariffs Bridgewater NJ '08807 Issued: February 17, 1994

TARIFF F.C.C. No. 2 Original Page 61,19.2

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Effective: March 3, 1994

3.3.1.0.4. Cancellation or Discontinuance of AT&T's 800 Customer Specific Term Plan II-Without Liability - (continued)

- The Customer replaces its existing AT&T 800 Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new AT&T combined outward calling and inward calling discount plan in a new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10) with a total revenue commitment over the term of the new plan equal to or exceeding the sum of the remaining monthly and/or annual revenue commitments on the existing AT&T 800 Service term plan(s) being canceled and replaced with the new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10). Discontinuance of the former term plan(s) and initiation of the new term plan must be done concurrently.
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ATET COMPUNICATIONS Adm. Rates and Tariffs Bridgewater, NJ 08807

TARIFF F.C.C. No. 2 4th Revised Page 61.16.1 Cancels 3rd Revised Page 61.16.1 Effective: July 28, 1993

## Issued: July 28, 1993 3.3.1.Q. AT&T 800 Customer Specific Term Plan [I (continued)

- The 800 CSTP II will commence on the first of the billing month following the Customer subscribing to the Term Plan.

- The Customer must subscribe to a new Revenue Volume Pricing Plan (see Section 3.3.1.M.). Customers ordering a CSTP II must also order an AVPP to cover all the same ATST 800 Services. RVPP discounts apply

after the Term Plan discounts.

After the Term Plan discounts.

If the Customer terminates the CSTP II within the first year, the 1/27 per purification must be repaid and will be added to the term of the first year. If the Customer terminates the CSTP II within the first year, the 1/23 penalty.

There is a \$50.00 per location change in the care of the company apply.

There is a \$50.00 per location charge to move a CSTP II location from an existing CSTP II to a new CSTP II or to another existing CSTP II. This charge is not applicable to the first 10 locations moved between plans in

each calendar year, when the original plan is not discontinued. - There is a \$50.00 charge when an existing CSTP II is discontinued and all of its locations are concurrently moved to a new or existing CSTP II with a revenue commitment equal to or greater than the original plan being

discontinued.

- Applicable after August 16, 1993.

Material filed vader Trhatmittat Nos. 5318. 5384 and 5447 is deferred to July 39, 1993 under authority at Special Permission No. 63-603.
Januar va tame Jay's sotice suder sutherity at Special Permission No. 93-627.

## Agreement And Notification

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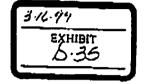
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from remaining jointly and severally liable of transfer or assignment. These obligate	that this transfer or assignment does not relieve or die with New Customer for any obligations existing a tions include: (1) all outstanding indebtedness for the option of any applicable minimum payment per	t the time
	ations of Former Customer at the time of transfer outstanding indebtedness for the service and (2) the ent period(s).	•
Services are not to be interrupted or rele fer or assignment will become effective or in writing of the transfer or assignment.	ocated at the time transfer or assignment is made. on the later of 426,95 or AT&T's	egreement
When a transfer or assignment occurs, a	Record Change Only Charge applies.	
Nothing herein shall give any customer, a given AT&T service telephone number.	assignee, or transferee any interest or proprietary ri	ght in any
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July 25, 1995

Phillip S. Okin 800 Services, Inc. 305-315 Route 17 South Paramus, NJ 07652

Dear Mr. Okin:



Your July 21 letter asks whether 800 Services, Inc. will be allowed to restructure its existing CSTP II "without any penalty." In tariff terms, a "restructure" is a discontinuance without liability of an existing CSTP II in conjunction with an order for a new CSTP II with a total revenue commitment over the full term at least as large as the remaining revenue commitment of the existing plan, prorated according to the number of months remaining in the term. (Tariff F.C.C No. 2, Section 3.3.1.Q.4., page 61.19.2) There is no penalty for such a restructuring.

The suggestion in your letter that AT&T's deposit request (dated August 9, 1994) delayed the processing of 800 Services' CSTP II order (dated July 22, 1994) past June 17, 1994 is obviously wrong. 800 Services' existing plan (CSTP II No. 3093) has a three year term and a \$3 million annual communicate. 800 Service ordered this plan on a Network Services Communent form dated July 22, 1994. On August 9, 1994, AT&T requested a \$125,000 deposit in connection with this order, representing only two weeks of revenue at the minimum commitment level (the tand provides the deposit amount may be up to three month's revenue, which would be \$750,000 for a \$3 million commitment). This deposit request was based on 800 Services' historic usage under its then-existing CSTP II (which had a \$2.25 million annual commitment) during the four full months for which that plan had been in effect as of July 22. The deposit was required because the pro-rated annual revenue for those four months covered less than 50% of the increased commitment level. (See Tariff F.C.C. No. 2, Section 3:3.1.Q., pages 61.17.1-61.17.2) As you know, AT&T subsequently dropped its deposit request because 800 Services' revenue for the month of July (which was not available when the initial deposit calculation was made) increased 800 Services' prorated year to date revenues to exceed 50% of the commitment increase. The plan was made effective as of August 1, 1994.

As noted, the tariff does not provide any "penalty" for restructuring. If 800 Services does wish to discontinue its existing plan and subscribe to a new CSTP II as per the tariff provision referenced above, please let me know and I will send you a Network Service Commitment form. Please be aware of the following, however:



- If 800 Services orders a new CSTP II in July, it will become effective on the first day of August. (See Tariff F.C.C. No. 2, Section 3-3-1 Q., page 61-16-1) Any shorifall charge that is incurred based on first year revenues will be fixed as of July 31, the last day of the first year.
- In all events, if 800 Services discontinues its CSTP II without liability, 800 Services will be required to pay any difference between its pro-rated annual commitment and its actual charges through the date of discontinuance for the plan year in which the discontinuance is effective. (See Tariff F.C. C. No. 2, Section 3.3.1.Q.4., pages 61.19-61.19.1)
- If 800 Services discontinues its CSTP II without liability during the first year of its term, but fails to meet the annual revenue commitment, it will be required to repay the credits provided under the Spring Promo. (See Tariff F.C.C. No. 2, Section 8.1.1.165 page 261.186)

You will recall that in our telephone discussion on Friday, July 21, you included a participant on the call whom you introduced as Mike, your consultant. I did not catch Mike's last name or his company's name; could you please let me know what they are. I was initially taken aback when I heard this person's voice, because it sounded remarkably like the voice of Al Ings. In fact, I received a telephone message from Mr. Ings later in the day on Friday in which he indicated he was a party to our call and had tape recorded the conversation! Please let me know if the person you introduced as Mike was really Mr. Ings. I am confused by the contents of Mr. Ings's message to me. He referred to an effort to transfer service from 800 Services to Mr. Ings. I am unaware of any request for such a transfer. Please advise is such a request has ever been submitted to AT&T.

Sincerely,

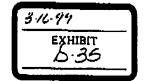
Anna Nicoleni Account Manager



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Dear Mr. Okin:

Your July 21 letter saks whether 800 Services, Inc. will be allowed to restructure its existing CSTP II "without any penalty." In tariff terms, a "restructure" is a discontinuance without liability of an existing CSTP II in conjunction with an order for a new CSTP II with a total revenue commitment over the full term at least as large as the remaining revenue commitment of the consting plan, proveted according to the number of months remaining in the term. (Tariff P.C.C. No. 2, Section 3.3.1.Q.4., page 61.19.2) There is no penalty for such a restructuring.

The suggestion in your letter that AT&T's deposit request (dated August 9, 1994) delayed the processing of 800 Services' CSTP II order (July 22, 1994) past June 17, 1994 is obviously wrong. 800 Servicest extening plan (CATP II No. 3093) has a three year term and a \$3 million aurual commitment. 800 Service ordered this plant out a Network Services Commitment form distant July 22, 1994. On August 9, 1994, AT&T requested a \$125,000 deposit in connection with this order, representing only two weeks of royonus at the minimum commitment level (the tariff provides the deposit amount may be up to these month's revenue, which would be \$750,000 for a 51 million commitment). This deposit request was based on 800 Serviced historic usage under its then-misting CSTP IL (which had a 52.25 million some) commission) during the four full months. the which that plan had been in affect as of July 22. The deposit was required because that pro-rated annual revenue for those four manries govered less than 50% of the increased commitment level. (See Tariff P.C.C. No. 2, Section 5 % T.Q., pages 61.17.1-61.17.2) As you know, AT&T subsequently dropped in deposit request because 800 Services' revenue for the month of July (which was not available when the initial deposit calculation was made) increased 800 Services' prureted year to date revenues to exceed 50% of the commitment morease. The plan was made effective as of August 1, 1994.

As noted, the tariff does not provide any "penalty" for restructuring. If 800 Services does with to discontinue its coisting plan and subscribe to a new CSTP II as per the tariff provision referenced shows, please lot me know and I will send you a Network Service Commitment form. Please be sware of the following, however:

16800 Services orders name CSTP IT in Inly, it will become official can the first days
of August. (See Tirritt C.C. No. 2, Section 3.3.1.Q., page 65.16.1): Any shortfull
charge that is incurred benefic a first year revenues will be fixed us of July 31, the last
day of the first year.

In all events, if 200 Services discontinues its CSTP II without liability, 200 Services will be required to pay any difference between its pro-reted annual commitment and its actual charges through the date of discontinuance for the plan year in which the discontinuance is effective. (See Tariff F.C.C. No. 2, Section 3.3.1.Q.4., pages 61.19-61.19:1).

■ If 800 Services discontinuer in CST\* II without liability during the first year of itsterm, but fails to meet the annual revenue commitment; it will be required to repay the credits provided under the Spring Promo. (See Testif F.C.C. No. 2, Section 8.1.1.165 peer 261.186)

You will recall that in our telephone discussion on Friday, July 21, you included a participant on the call whom you impoduced as Mike, your consultant. I did not canch Mike's last research has company's name or ends you please let me know what they are. I was initially taken aback when I heard this person's voice, because it sounded remarkably like the voice of Al Inga. In fact, I received a telephone message from Mr. Inga later in the day on Friday in which he indicated be was a party to our call and had tape recorded the conversation! Please lokum; know if the person you introduced as blike was really Mr. Inga. I am confused by the contents of Mr. lags's recessage to one. He colleged to an effect to transfer service from 800 Services to Mr. lags's namewers of any request for such a transfer. Please advise is such a request has over been submitted to AT&T

Sincerely

Anne Nicolette
Account Manager